

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

FILED

JUN 21 2001

ROBERT D. DENNIS, CLERK
U.S. DIST. COURT, WESTERN DIST. OF OKL.
BY BS DEPUTY

(1) EQUAL EMPLOYMENT OPPORTUNITY }
COMMISSION }

Plaintiff, }

v. }

(1) LOVE'S COUNTRY STORES, Inc. }

Defendant. }

Case No. CIV-00-1686-R

DOCKETED

CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Equal Employment Opportunity Commission ("EEOC") and Love's Country Stores, Inc., in the United States District Court for the Western District of Oklahoma, with regard to the EEOC's Complaint, in Civil Action No. CIV-00-1686-R. The Complaint was based upon a Charge of Discrimination filed by Melissa Crowell, Charging Party, against the Defendant employer, Charge No. 311A00048.

The above referenced Complaint alleges that the Defendant Love's Country Stores, Inc., violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, when it subjected Melissa Crowell to discrimination because of her sex, female, subjecting her to a sexually hostile work environment, resulting in her constructive discharge from the position of cashier. The Defendant employer denies all of EEOC's allegations against the company.

The EEOC and the Defendant agree to compromise and settle the differences embodied in the Complaint, and intend that the terms and conditions of the compromise and settlement be set

forth in this Consent Decree ("Consent Decree").

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all issues raised in the EEOC Charge. This Decree further resolves all issues in the Complaint filed by the EEOC and in this civil action. The EEOC waives further claims and/or litigation on all issues raised in the above referenced charge and Complaint. The EEOC does not waive processing or litigating charges other than the above referenced charge.

2. The parties agree that this Consent Decree does not constitute an admission by the Defendant of any violation of Title VII of the Civil Rights Act of 1964 or Title I of the Civil Rights Act of 1991.

3. EEOC and the Defendant agree that the Defendant shall comply with the provisions of Title VII of the Civil Rights Act and Title I of the Civil Rights Act of 1991, including the statutory cap on damages.

4. Love's Country Stores, Inc. agrees to post the Notice appended hereto as Attachment "A" on the employee bulletin board at all Love's Country Stores, Inc. in the state of Oklahoma within ten (10) days after the entry of this Consent Decree. Love's Country Stores, Inc. will report to the EEOC that it has complied with this requirement within 14 days after posting the notice.

5. For each year that this Consent Decree is in effect, Love's Country Stores, Inc. agrees to conduct training for all employees in Oklahoma, including store managers and store

assistant managers, advising them of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The training will inform the employees of the complaint procedure for individuals who believe they have experienced discrimination. The training will also advise the employees of the consequences of violating Title VII. The training will also include a specific discussion or instruction relating to the issue of sexual harassment and a sexually hostile work environment. The training shall be at least one hour in duration. Love's agrees to give written notice to the EEOC on December 1, 2001, June 1, 2002, December 1, 2002 and June 1, 2003 as to the date and location of the training, the name of the person providing the training and the substance of the training.

6. Love's Country Stores, Inc. agrees to remove from all personnel files of Melissa Crowell all documents, entries and references relating to: the facts and circumstances which led to the filing of her charge of discrimination; the charge itself; and the complaint filed by the EEOC in federal court based upon her charge.

7. Love's Country Stores, Inc. agrees to offer Ms. Crowell employment as a rehire into the position of store cashier at the Love's Country Store, Inc. located in Fairview, Oklahoma within ten (10) days following the entry of this Consent Decree. Her rate of pay upon rehire shall be \$5.60 per hour. In addition, Ms Crowell will be credited with five months service towards the vesting of her vacation leave, and she will be given two (2) weeks of vacation following the first year of credited service. The hours of her regularly assigned shift shall be during the night shift (11 p.m.-7 a.m.). She shall be scheduled to work full time hours per week. Love's Country Stores, Inc. agrees to provide this offer to Ms. Crowell by written letter, delivered by U.S. certified mail, return receipt requested or by Federal Express. Ms. Crowell agrees to respond to

the written reinstatement offer on or before 21 days after receipt. Ms. Crowell will respond in writing. If accepted, Ms. Crowell's employment status will be that of an employee at will, and nothing in this Consent Decree is intended to nor shall it convert her employment to a contractual employment agreement.

8. Love's Country Stores, Inc. agrees that there shall be no discrimination or retaliation of any kind against any person involved in the referenced charge or litigation including Melissa Crowell because of opposition to any practice declared unlawful under Title VII, or because of the filing of a charge; giving testimony or assistance or participating in any manner in any investigation, proceeding or hearing under Title VII.

9. Love's Country Stores, Inc. agrees to pay the amount of forty nine thousand and no/100 dollars (\$49,000.00) to resolve all claims for compensatory damages to Melissa Crowell. Love's Country Stores, Inc. agrees to pay the additional amount of five thousand and no/100 dollars (\$5,000.00) to resolve all claims for back pay. Ms. Crowell is be responsible for all tax consequences of all the monetary portion of this settlement.

10. The payments referenced in paragraph 9, above, shall be made 10 days after the date of entry of this Consent Decree by cashier's check made payable to Melissa Crowell. The check shall be sent by certified mail, return receipt requested, to Melissa Crowell.

11. Love's Country Stores, Inc. agrees to report to the EEOC within 14 days of entry of this Consent Decree regarding its compliance with the agreements set forth in paragraphs 4 through 10, above.

12. All reports to the EEOC required by this Decree shall be sent to Michelle M. Robertson, Trial Attorney, EEOC, 210 Park Avenue, Suite 1350, Oklahoma City, Oklahoma

73102.

13. If Love's Country Stores, Inc. fails to tender payment or otherwise fails to timely comply with the terms of paragraphs above, Love's Country Stores, Inc. shall:

- a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621(b) on any untimely or unpaid amounts; and
- b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the defendant.

14. Neither the EEOC nor Love's Country Stores, Inc. shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree and its terms or the right of either party to the Consent Decree to bring an enforcement action upon breach of any term of this Consent Decree by either such party. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that Love's Country Stores, Inc. fails to perform the promises and representations contained herein. The EEOC shall determine whether Love's Country Stores, Inc. has complied with the terms of this Consent Decree and shall be authorized to seek compliance with the Consent Decree through civil action in the United States District Court. The EEOC also reserves the right to seek contempt sanctions for non-payment and non-compliance with this Court Order.

15. The parties to this Consent Decree agree to bear their own costs and attorney's fees associated with the above-referenced Complaint.

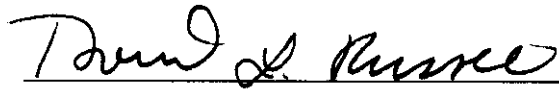
16. The term of this Decree shall be for two (2) years.

17. Loves Country Stores, Inc. agrees that its hotline phone number which is used by employees to make reports of alleged or suspected harassment shall be manned live from the hours of 8:00 a.m through 5:00 p.m. on regular business days and will respond to all calls or

messages of alleged or suspect sexual harassment within forty-eight (48) hours, exclusive of weekends or holidays and that a log of all such phone calls received and returned will be produced to the EEOC on December 1, 2001, June 1, 2002, December 1, 2002 and June 1, 2003.

SO ORDERED, ADJUDGED AND DECREED this 21st day of

June, 2001.



CHIEF JUDGE DAVID L. RUSSELL
UNITED STATES DISTRICT COURT JUDGE


AGREED AS TO FORM AND SUBSTANCE:

Signed this 20th day of June, 2001.

FOR THE PLAINTIFF EEOC:

ROBERT A. CANINO, OBA #11782
Regional Attorney

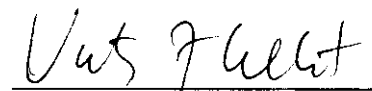
SUZANNE M. ANDERSON
Supervisory Trial Attorney
Texas Bar No. 14009470


MICHELLE M. ROBERTSON, OBA#14084
Trial Attorney

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

Oklahoma City Area Office
210 Park Avenue, Ste. 1350
Oklahoma City, Oklahoma 73102
Tel No. (405) 231-4363
Fax No. (405) 231-4340

FOR THE DEFENDANT:


VICTOR F. ALBERT, OBA #12069
MCKINNEY & STRINGER
101 N. Robinson, Suite 1300
Oklahoma City, Oklahoma 73102
Tel No. 405-239-6444
Fax No. 405-239-7902

Attachment “A”

HARASSMENT OF TEAM MEMBERS FORM

LOVE'S COUNTRY STORES, INC.

HARASSMENT OF TEAM MEMBERS

Love's policy is not to tolerate harassment of our team members. All our team members have the right to work in an environment free from racial, sexual, color, religious, national origin, age or physical or mental handicap harassment or discrimination.

For these purposes the term harassment includes, but is not necessarily limited to, slurs, jokes, or other verbal, graphic, or physical conduct relating to an individual's race, color, sex, religion, national origin, age or physical or mental disabilities. [Sexual harassment refers to behavior which is not welcome, which is personally offensive and interferes with work effectiveness.] Salaried members of management are prohibited from dating employees under their supervision.

Sexual harassment has been defined as follows:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

An employee has the right, and is encouraged to exercise that right to report allegations of discrimination or sexual harassment in the workplace. An employee may do so by notifying the Director of Human Resources at phone. Employees who do not wish to go to the Director of Human Resources may instead report to any supervisor or manager with the company. Any report of sexual harassment will be thoroughly investigated, with appropriate disciplinary action taken against any person(s) found to have engaged in such conduct.

Love's Country Stores, Inc. strongly supports and will comply with such Federal law in all respects, and it will not take any action against employees because they have exercised their rights under the law.

Harassment whether committed by supervisory, non-supervisory personnel or by non-team members (vendors, distributors, customers), is prohibited. Any team member who has a potential harassment complaint should report the incident immediately to their supervisor and/or contact the Corporate Human Resource Department (1-800-388-0983, ext. 6738 or 6785). Appropriate action will be taken against violations of this policy by any non-team member.

It is an essential responsibility for every employee to report any incidents of actual or perceived harassment. This includes harassment directly involving the employee, or where the employee is only a witness. Every employee must consider the obligation to report harassment as an essential function of his or her job.

Violations of this policy by a team member will subject him/her to disciplinary procedure which may include discharge.

It is important to Love's Country Stores to have a well trained and educated workforce on the subject of harassment. If at any time you do not believe you are sufficiently aware of what is acceptable behavior, do not understand this subject well enough, or simply need an additional copy of this policy, contact your supervisor or the Human Resource Department.

I have read and understand Love's policy on harassment of team members and know who to contact if I am ever involved in an incident.

I also understand if I violate this policy I will be subject to disciplinary procedure which may include discharge. This includes first-time offenders. All disciplinary decisions will be made on a case-by-case basis.

I agree to comply with this policy and am committed to doing whatever I reasonably can to ensure that the work environment remains free of harassment.

Date

Employee Signature

Store Number

Manager Signature